



City of Placerville

Development Services Department Engineering Division

3101 Center Street, Placerville, CA 95667
(530) 642-5250 / (530) 642-5568 fax

December 9, 2015

Dennis Haglan, PE
Drake Haglan & Associates
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670

SUBJECT: Fully Executed Engineering Services Agreement and Notice to Proceed
Clay Street Realignment and Bridge Replacement Project (CIP #40617)

Dear Mr. Haglan,

Please see the fully executed Agreement for Engineering Services for the Clay Street Realignment and Replacement Project (CIP #40617) for your files. Please consider this your Notice to Proceed with initial project management, environmental documents, public outreach, funding support, and cultural studies in an amount not to exceed \$59,000 for the said project as discussed and agreed upon by City Staff. Another Notice to Proceed will follow approval from the Highway Bridge Program for additional funds.

Please contact me or Rebecca Neves at (530) 642-5250 if you have any questions, we look forward to working with your firm on this project.

Sincerely,

Katy Reiersen, PE
Associate Civil Engineer

cc: Rebecca Neves, City Engineer

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and entered by and between the City of Placerville, a political subdivision of the State of California (hereinafter referred to as "City") and Drake Haglan and Associates, a company duly qualified to conduct business in the State of California, whose principal place of business is 11060 White Rock Road, Suite 200, Rancho Cordova, CA 95670, (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, City has determined that it is necessary to obtain a Consultant to provide engineering service for engineering design services and bid document preparation for the Clay Street Realignment and Bridge Replacement Project (CIP #40617).

WHEREAS, Consultant has represented to City that it is specially trained, experienced, expert, and competent to perform the special services required hereunder and City has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws.

NOW, THEREFORE, City and Consultant mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES

Consultant agrees to provide engineering design services to City as described in Exhibit 'A' incorporated herein and made by reference a part hereof.

ARTICLE II – TERM

- A. This contract shall go into effect when fully executed by both parties and Consultant shall commence work after notification to proceed by the City's Contract Administrator. The contract shall end on **December 31, 2017**, unless extended by contract amendment.
- B. Consultant is advised that any recommendation for contract award is not binding on the City until the contract is fully executed and approved by the City.

This Agreement may be extended if mutually agreed by both parties hereto, in writing not less than thirty (30) days prior to the expiration of this Agreement.

ARTICLE III – COMPENSATION FOR SERVICES

- A. Consultant will be reimbursed for hours worked at the hourly rates specified in Consultant's Cost Proposal (Exhibit B). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. The rates are not adjustable for the performance periods set forth in this Contract.
- B. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are listed in the cost proposal (Exhibit B).
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in cost proposal (Exhibit B).

- D. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the City shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- E. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- F. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the City's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the City including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to the City's Contract Administrator at the following address:

City of Placerville
Attn: Katy Reiersen
3101 Center St.
Placerville, CA 95667

- G. **The total amount payable by the City shall not exceed \$749,450.00.**
- H. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by the City's Contract Administrator.
- I. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.
- K. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- L. The City shall hold 5% retainage from the prime Consultant and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to the prime Consultant based on these acceptances. The prime Consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultant and subconsultants.

ARTICLE IV – CHANGES TO AGREEMENT

- A. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.
- B. There shall be no change in the Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, Exhibit 'B,' without prior written approval by the City's Contract Administrator.

ARTICLE V – CONSULTANT TO CITY

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from City and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to the City and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to the City during term hereof.

ARTICLE VI – SUBCONTRACTING

Consultant is engaged by City for its unique qualifications and skills as well as those of its personnel.

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between the City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to the City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from the City's obligation to make payments to the Consultant.
- B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the City's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Exhibit 'B'.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by the City.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by the City's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE VII – INDEPENDENT CONSULTANT/LIABILITY

Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement.

Consultant exclusively assumes responsibility for acts of its employees, associates and subconsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. City shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE VIII – PREVAILING WAGE

- A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE IX – RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE X – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the City's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by the City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the City will excuse Consultant from full and timely performance, in accordance with the terms of this contract.
- D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by the City's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by the City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE XI – DEFAULT, TERMINATION AND CANCELLATION

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice.
 - 1. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.
 - 2. Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.
- B. Bankruptcy: This Agreement, at the option of the City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: City may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: City may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by City for any reason. If such prior termination is effected, City will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which City may agree to in writing as necessary for contract resolution. In no event, however, shall City be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, City reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XII – NOTICE TO PARTIES

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to City shall be in duplicate and addressed as follows:

CITY OF PLACERVILLE
DEVELOPMENT SERVICES DEPARTMENT
3101 CENTER STREET
PLACERVILLE, CA 95667
ATTN: Rebecca Neves, City Engineer

Or to such other location as the City directs.

Notices to Consultant shall be addressed as follows:

DRAKE HAGLEN AND ASSOCIATES
11060 WHITE ROCK ROAD, SUITE 200
RANCHO CORDOVA, CA 95670
ATTN: Dennis Haglan, Project Manager

Or to such other location as the Consultant directs.

ARTICLE XI – INDEMNITY

To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the City and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, City employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XII – INSURANCE

Consultant shall provide proof of a policy of insurance satisfactory to the City and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. Professional Liability Insurance (errors and omissions) of not less than \$1,000,000.00 per claim and in the aggregate. Further, Consultant agrees to maintain in full force and effect such insurance for three years after performance of work under this Agreement is completed.
- E. Consultant shall furnish a certificate of insurance satisfactory to the City as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to City, or be provided through partial or total self-insurance likewise acceptable to City.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of City and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, City may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to City, and;
 - 2. The City of Placerville, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

- I. The Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the City, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the City of Placerville, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the City as essential for protection of the City.

ARTICLE XIII – CONFLICT OF INTEREST

No official or employee of City who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

- A. Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract, or any ensuing the City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing the City construction project, which will follow.
- B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XIV – INTEREST OF CONSULTANT

Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected

by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, the City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – CALIFORNIA RESIDENCY

All independent Consultants providing services to the City must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certify that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or the City shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVI – TAXPAYER IDENTIFICATION NUMBER

All independent Consultants or Corporations providing services to the City must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XVII – CITY BUSINESS LICENSE

To conduct business within the City of Placerville Consultant must be in possession of a valid City Business License.

ARTICLE XVIII - ADMINISTRATOR

The City Officer or employee with responsibility for administering this Agreement is the City Engineer, or successor.

ARTICLE XIX – AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XX – PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXI - DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the City's Contract Administrator, City Engineer and Development Services Department Director, who may consider written or verbal information submitted by Consultant.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, Consultant may request review by the City Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this contract.

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXII – AGREEMENT DEFINITION

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

ARTICLE XXIII – EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE XIV – DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. To the extent that Federal funds are used, it is the policy of the U.S. Department of Transportation (DOT) that minority and women-owned business enterprises (hereby referred to as DBEs), as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
- B. To the extent applicable, Consultant agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
- C. The goal for DBE participation for this contract is 7%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy as the City deems appropriate.
- D. Upon completion of the Contract, a summary of records shall be prepared and submitted on the form entitled, “Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants” CEM-2402F certified correct by Consultant or Consultant’s authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory “Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants” is submitted to the Contract Administrator.
- E. Any changes to a subconsultant’s certification during the life of the Contract should be reported to the City’s Contract Administrator within 30 days of the change.
- F. A DBE firm may be terminated only with prior approval from the City and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting the City’s consent for the termination, the Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).
- G. All subcontracts awarded by Consultant shall contain the provisions included of this section.

ARTICLE XXV – STATEMENT OF COMPLIANCE

- A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XXVI – PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XXVII – EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by the City's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Consultant may either keep the equipment and credit the City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established the City procedures; and credit the City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE XXVIII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to the City.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE XXIX – DEBARMENT AND SUSPENSION CERTIFICATION

- A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the City.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained

ARTICLE XXX – FUNDING

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to the City for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the City's governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

ARTICLE XXXI INSPECTION OF WORK

Consultant and any subconsultant shall permit the City, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXXII OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the City; and no further agreement will be necessary to transfer ownership to the City. Consultant shall furnish the City all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

- C. Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the City of the machine-readable information and data provided by Consultant under this contract; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by the City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by Consultant.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. The City may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXXIII CLAIMS FILED BY LOCAL THE CITY'S CONSTRUCTION CONTRACT

- A. If claims are filed by the City's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with the City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. Consultant's personnel that the City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this contract.
- C. Services of Consultant's personnel in connection with the City's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXXIV CONFIDENTIALITY OF DATA

- A. Consultant shall not comment publicly to the press or any other media regarding the contract or the City's actions on the same, except to the City's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- B. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the City, and receipt of the City's written permission.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- D. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- CITY OF PLACERVILLE --

Date: 12/9/15

M. Cleve Morris

Cleve Morris, City Manager

-- CONSULTANT --

Date: 12/8/2015

D. M. Haglan

President/Project Manager

Dennis Haglan

EXHIBIT “A” - SCOPE OF SERVICES

Task 1: Project Management

Task 1.1: Kick off and PDT Meetings

The Project Development (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include DHA’s PM, consultant task leads as applicable, City and Caltrans staff and other stakeholders as necessary. DHA will provide meeting notices, meeting materials, agendas, meeting facilitation, and meeting minutes.

Task 1.2: Sub-Consultant Coordination

DHA will hold focused internal team meetings with individual sub-consultants on an as needed basis. DHA will be responsible for ensuring the timely delivery of materials generated by sub-consultants as well as their adherence to project budget and scope. DHA will manage all sub-consultant agreements and review & approve sub-consultant invoices prior to submission to the City. DHA will be responsible for ensuring that sub-consultant invoicing meet City and Federal standards.

Task 1.3: Caltrans Local Assistance Programming Support

DHA will assist in the preparation of authorization packages, PS&E certification, Right of Way certification, and other local assistance compliance tasks as they arise. This task will include coordination with Caltrans pertaining to the determination of appropriate HBP eligible work items.

Task 1.4: Monthly Progress Reports and Invoicing

DHA will be responsible for the monthly compilation of sub-consultant invoices and project expenses and generating a project invoice which is compliant with FHWA requirements. The DHA project manager will coordinate with City Fiscal staff to ensure an appropriate format is being used at the on-set of the project in order to avoid delays later in the project. A monthly status report will be included with monthly invoices summarizing work performed during the past invoicing cycle, and indication the amount of budget spent by task and overall.

Task 1.5: Quality Control

DHA will prepare a Quality Control Plan and provide the technical resources necessary to ensure that the deliverables meet the requirement of the City and Caltrans/FHWA. Independent reviews will be conducted by senior staff not directly involved with the preparation of the deliverables.

Task 1.6: Project Control

DHA will monitor the project to ensure that tasks are being completed on time and that overall budgetary targets are being met. DHA will employ an earned value technique to ensure that the remaining budget will be adequate to complete the project.

Task 1 Deliverables:

- PDT meeting agendas and minutes
- Request for Authorization for Right of Way (if needed), Utility Relocation, and Construction. Right of Way, Utility, and PS&E Certification.

- Monthly invoices and progress reports

Task 2: Land Survey

Task 2.1: Project Control Survey

Leveraging the control surveys they performed for the Main Street Rehabilitation and Upper Broadway Bike Lanes Projects, DHA team member R.E.Y. will expand their existing control network into the Clay Street project limits.

Established survey control points will be documented on a “Survey Control Data Sheet” and will be semi-permanent in nature so as to serve as project control during the construction of the project.

Task 2.2: Supplemental Topographic Survey

The projects’ topographic base map will be developed using a combination of verifying existing survey data and combining with conventional topographic surveys. The combined survey data will be compiled into a 3D CAD file and consist of planimetrics, topography, DTM features and utilities. The resulting CAD base map will exhibit 1-foot contours, spot elevations, pertinent surface and physical features. Visible and marked utilities will also be surveyed and displayed on the base map.

Task 2.3: Preliminary Mapping

- *Records Research:* The DHA team has already performed a significant amount of research relative to the existing Caltrans and City rights-of-way. Additional effort will include review of right-of-way maps, record maps, deeds, easements and other available information.
- *Field Surveys:* Based on the information disclosed in the research efforts, survey monuments will be searched for and located, using sound land surveying methods. Found monuments will be used to “anchor” the lands shown and described in the recorded maps, deeds and title reports. As property boundaries are developed, using coordinate geometry software, it may be necessary to send field crews back into the field with monument “search” information in an attempt to find additional boundary controlling survey monuments.
- *Boundary and Easement Resolution:* Analysis of the surveyed monumentation, with record maps and deeds, will be performed to resolve the existing land net, right-of-way and easement configurations. The results will be used to develop a Land Net base map, which will be the basis of determining where new right of way or easements will be required and the Appraisal and Plat Maps.
- *Appraisal Maps:* The DHA team will prepare an Appraisal Map, at an appropriate scale, to display pertinent information including existing parcel boundaries, easements and right of way, proposed easements and right of way, aerial imagery, utilities, existing visible surface structures, and a tabulation of areas to be acquired.

- *Legal Descriptions and Plats:* Following agreement on the required acquisitions, the DHA team will prepare up to four legal descriptions and plat maps for the easements to be acquired. All prepared deliverables will be provided to the City for use in appraisals, negotiations and acquisition.

Task 2.4: 3D Laser Scan of Cedar Ravine Culvert

Using 3D laser scanning technology, as site and safety conditions permit, the DHA team will acquire 3D laser scan data inside the Cedar Ravine Culvert. The scan data will be tied to project survey control, so the horizontal and vertical positioning of the culvert will be in precise relationship to the surface above. From the culvert scan data 3D CAD graphics will be compiled, allowing to the design team to have accurate terrain models for the ground, top and invert of the culvert.

Task 3: Preliminary Engineering

Task 3.1: Data Collection

The DHA team will review pertinent data from the City, El Dorado County, Caltrans, and other stakeholders related to planning studies (general plans, community plans, bike and pedestrian master plans, park master plans), traffic studies, hydraulic studies, utility mapping, and existing as-built drawings.

Task 3.2: Update Traffic Operations Analysis

Removed

Task 3.3: Update Hydrology (Design Flows)

The DHA team will obtain existing study data from the Hangtown Creek Comprehensive Watershed Plan (2012) to update design flows. We will review these design flows, comparing them to the flows calculated in the 2009 Report (by D&A) and update the flow as appropriate for the project.

Task 3.4: Update Hydraulic and Scour Analyses

The DHA team will visually (field) review the existing channel conditions relative to the original study (2007) survey data for consistency. We do not anticipate any measureable changes, however, if major differences are found we will notify City Staff that additional survey data may be needed.

After verification of the existing conditions model, the DHA team will use replacement bridge design information to revise the proposed conditions model. We anticipate no more than two proposed configurations will be modeled.

From flow depth and velocity results, scour potential will be determined for the two alternatives. Potential scour depths and recommendations for scour protection will be updated for the preferred alternative.

Also included in this effort will be providing hydraulic analysis for the Cedar Creek culvert and make design recommendations for sizing and configuration of any required improvements to the culvert.

Task 3.5: Update Final Hydrology/Hydraulics Report & Prepare LHS Documents

The Final Hydrology/Hydraulics Report will be updated and Location Hydraulics Study forms prepared and will include the results from Tasks 3.3 and 3.4. A draft of the new report and LHS documents will be submitted to City staff for inclusion of other design document submittals. After receiving comments on the draft documents, the DHA team will complete final stamped and signed documents.

Task 3.6: Geotechnical Field Investigation and Laboratory Testing

The DHA team will Visit the site to mark out in white paint the proposed boring locations, and call USA North 811 a minimum of 48 hours prior to the start of the field investigation work to identify potential underground conflicts. We will obtain permits necessary to encroach in the right of way (including private Right of Entry agreements) and perform borings.

The DHA team will drill five (5) soil borings to completion depths between 15 and 50 feet (or 10 feet of rock core) below existing road grade. These borings will be located within the existing roadway (traffic control required) and adjacent to the existing bridge in private property. The borings will be backfilled with lean cement grout in accordance with the State Water Resources Control Board requirements. Drill cuttings will be lost on-site unless the Project Team staff requests us to drum and dispose, which will require additional costs.

The DHA team will perform seismic refraction testing along the abutments and retaining wall excavations to better quantify the excavation characteristics of the materials at those locations. Representative soil and rock core samples will be tested in a laboratory to better determine their engineering parameters. Laboratory testing will generally consist of moisture/density testing, gradation determination, corrosive potential, unconfined compressive strength, R-value testing, and direct shear strength testing. Actual testing will be determined when the soil and rock samples are recovered during the field investigation.

Task 3.7: Foundation Report

WRECO will prepare a Bridge Foundation Report in accordance with the 2009 Caltrans Foundation Report Preparation for Bridges to provide design and construction recommendations for the bridge replacement..

The Draft Bridge Foundation Report will be prepared and submitted to City staff for review and comment. Upon receipt of all review comments, the DHA team will prepare the Final Bridge Foundation Report to be submitted for Project approval and use in developing the Final Contract Documents.

Task 3.8: Preliminary Utility Coordination

At the onset of the project, the DHA team will prepare Utility RFI (Utility Verification Letter) packages, including a letter briefly describing the project and a preliminary base map illustrating the boundaries of the project. The letter will request as-built information, type, size, and depth information, and any information regarding planned future utility projects in the area.

Task 3.9: Develop Preferred Alternative

Based on the preliminary engineering performed in the hydraulic study, the foundation report, and outreach to/feedback from project stakeholders, the DHA team will work with City staff to refine the alternatives that have already been presented in our proposal in order to arrive at a preferred alternative. The preferred alternative will be presented as Geometric Approval Drawings (GAD) and a Bridge Type Selection Report.

Task 3 Deliverables:

- Two hard copies and one electronic version of the Draft Hydrology/Hydraulics Report LHS documents.
- Two wet stamped and one electronic version of the Final Hydrology/Hydraulic Report and LHS documents.
- Log of Test Borings
- Draft Bridge Foundation Report
- Final Bridge Foundation Report
- Preferred alternative GAD
- Bridge Type Selection Report

Task 4: Environmental Documentation

Task 4.1: Revalidate Project Initiation Documents (PID) (APE Map and PES form)

The Preliminary Environmental Study (PES) form and the Area of Potential Effects map previously approved by Caltrans will be used to re-initiate the NEPA process. Caltrans has indicated that the previously approved PES form and APE map can be revalidated. DHA will coordinate with Caltrans to revalidate these PID documents and attend a field review if necessary. PES revalidation will include the development of a revised Project Description which does not include a roundabout intersection option. DHA does not anticipate any additional technical studies.

Task 4.2: Technical Studies

The DHA environmental team has evaluated existing draft technical studies and determined the level of effort required to finalize them through Caltrans. Our team will work diligently to ensure that the NEPA process is expedited starting on the day we receive Notice to Proceed from the City of Placerville.

Task 4.2.1: Traffic Study

The DHA team will revise the transportation section prepared for the administrative draft EIR to reflect the revised project alternatives. We will reformat the Draft EIR transportation section into the Caltrans Traffic Study format compliant with NEPA.

Task 4.2.2: Noise Study

A noise study will be required according to the existing PES, and was not initiated during past environmental clearance efforts. After traffic numbers are finalized, DHA will prepare a Noise Study in compliance with the LAPM and the Caltrans SER.

Task 4.2.3: Hazardous Waste ISA

An ISA was completed (2009) and reviewed by Caltrans (2010). The only update required will be to address comments regarding Naturally Occurring Asbestos and perform due diligence work

regarding the presence of an abandoned sub-grade fuel tank. Note: DHA has done an exhaustive review of records from DTSC, DWR, and the El Dorado County Assessor's office and we have not been able to produce any records indicating the presence of a tank. This issue will be further researched during the project.

Task 4.2.4: Wetlands Delineation

The 2009 delineation report is no longer valid since wetland delineation reports cannot be older than 5 years. A new report will be prepared by DHA.

Task 4.2.5: Natural Environment Study (NES)

The DHA environmental team will prepare and submit the draft NES to Caltrans District 3. This is a critical path task that the DHA team will begin working on immediately following Notice to Proceed.

Task 4.2.6: Biological Assessment (BA)

The DHA environmental team will update and resubmit the previously prepared draft BA to Caltrans District 3. This is a critical path task that the DHA team will begin working on immediately following Notice to Proceed. The BA will support Endangered Species Act Section 7 consultation with the U.S. Fish and Wildlife Service on all federally listed species occurring or with potential to occur on the site. The BA will address the potential effects the project may have on species in accordance with the requirements of the U.S. Fish and Wildlife Service.

Task 4.2.7: Cultural Studies (ASR, HPSR, HRER)

The previously prepared draft Phase 1 Archeological Survey Report (ASR), Historic Resource Evaluation Report (HRER), and Historic Property Survey Report (HSPR) only require minor modifications to the project description before they can be resubmitted to Caltrans. No new surveying should be required. All DHA alternatives assume that the California Druid Monument is to remain in its original place, therefore a Finding of Effect (FOE) document is unlikely to be required.

Task 4.2.8: Visual Impact Assessment (moderate level)

The DHA team will prepare a Moderate Level Visual Impact Assessment (VIA) for the project. This report will follow methodology and protocol developed by FHWA and adopted by Caltrans and will include a discussion of the methodology, terms, and thresholds for significance; an overview of applicable local, state, and federal policies and guidelines regarding visual resources (including the general plan and state scenic highway guidelines); a description of the regional visual character and area-specific landscape view shed units (which comprise the baseline conditions for assessing aesthetic impacts); a characterization of viewer groups and their responses to changes in views; an impact analysis which will focus on changes in key views, overall visual character, nighttime light, and daytime glare.

The DHA team will analyze the project impacts on visual resources, including how the proposed replacement bridge, roadway extension and construction would fit into the existing visual contexts and community visual quality. Once representative key viewpoints are determined by the project team and confirmed by the City, the team will utilize a 3D CAD model to prepare visual simulations of proposed conditions. These simulations will then be analyzed to determine

qualitative effects and impacts on the existing visual environment. Mitigation measures would be recommended to reduce visual impacts and ensure context-sensitive design.

Task 4 Deliverables:

- Revalidated PES form
- Revalidated APE map
- NEPA technical studies

Task 5: Public Outreach

Task 5.1: Community Meetings

The DHA team will design and facilitate Community Meetings (4 total). Our team will use a hybrid combination of ‘formal meetings’ and ‘open houses.’ Services will include preparing meeting notices and flyers for distribution throughout the community, preparing Power Point Presentations, facilitating interaction with attendees, coordinating with local media outlets, and summarizing notes suitable for public distribution. This task will include the preparation of meeting presentation materials and meeting summaries.

- Community Meeting #1 will be held shortly after the beginning (re-start) of the project, and prior to the preparation of any formal new work products other than base mapping and fact sheets. The purpose of Community Meeting #1 is to re-introduce the project to the public, establish expectations for the work moving forward, and inform the public of opportunities to provide input on development of the project.
- Community Meeting #2 will be held in or near the project site, possibly in the Ivy House parking lot following a Farmer’s Market. The DHA team will present ideas and concepts based upon input from Community Meeting #1 in a booth, and will also mark the alignments and limits of each alternative in the field for easy public understanding. Public comments will be recorded.
- Prior to Community Meeting #2, the DHA team will work with the police department, fire department, and other emergency responders to understand how peak period traffic impacts services and emergency response times.
- Community Meeting #3 will be held after the draft environmental document is released and available for comment. The purpose will be to seek public input on the proposed project, for purposes of completing the environmental process and design.
- Community Meeting #4 will be held during the final design phase, after a project alternative has been selected. The purpose will be to seek public input on final design features, such as colors and materials, decorative features and treatments, and other aesthetic elements.

Task 5.2: Focus Stakeholder Meetings

1-on-1 or small group meetings with property owners and business owners. To balance large community meetings that seek community-wide input, the DHA team will attend and facilitate meetings with individual property owners in the immediate vicinity of the project.

Task 5.3: On-line opinion surveys (2)

One following Community Meeting #3 regarding evaluation of alternatives, and one following Community Meeting #4 regarding aesthetic options and treatments.

Task 5.4: Electronic Communication

Coordination with the City and other groups to release information and updates via established websites and email distribution lists. (As needed). This includes the Placerville Downtown Association.

Task 5.5: Press Releases

The DHA team will prepare press releases (4 total) for submittal to the Mountain Democrat and other local media with carefully crafted messages, including proposed quotations to be attributed to key City staff.

Optional Task 5.6: Simulation Videos

The DHA team will prepare a traffic simulation videos for up to three analysis scenarios using the Vissim microsimulation software (for example, Alternative 1 cumulative year PM peak hour is one analysis scenario). Vissim allows for the analysis and animation of multiple travel modes: cars, trucks, bicycles, pedestrians, etc. The simulation videos will be used in the outreach effort to show decision makers and the public how motorized and non-motorized traffic will operate under the project alternatives. The electronic video files will be delivered to the City.

Task 5 Deliverables:

- Public meeting noticing
- Preparation of presentation materials for public meetings
- Preparation of minutes from public meetings
- Design and administration of on-line survey
- Design and administration of electronic communication
- Preparation of Press Releases

Task 6: Right of Way Acquisition

Task 6.1: Right of Way Planning/Management Services

The DHA team will provide right of way planning services during the design phase. The preliminary design of the project indicates potential impacts to four or five parcels that will require right of way services. The DHA team will prepare Right of Way Data Sheets for up to four parcels for up to two project alternatives.

Task 6.2: Valuation Services

A right of way area required from each parcel for the project is very small. The total compensation due to a majority of the property owners will be less than \$10,000 threshold that Caltrans requires for an agency to complete an appraisal. In lieu of appraisal reports that require independent appraisal review, The DHA team will produce a waiver valuation for each of the impacted parcels. The Waiver Valuation will determine the value of the take and provide this information to City staff to determine Just Compensation for each of the permanent takes, temporary takes, and easements.

Task 6.3: Acquisition Services

The DHA team will develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers based on client's process. We will meet with the owners, and convey documents until acceptance or impasse is reached.

The acquisition task includes:

- Review of the project concept and design with staff and other consultants.
- Review of appraisals, title reports, maps and descriptions of the required parcels.
- Field review of the project with the Project Manager or other designated person.
- Preparation of right-of-way contracts and other acquisition documents.
- Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Acquire tenant consent if required.
- Acquisition activities are based on settlement by the third contact either in person or by telephone. A recommendation to client will be made after impasse has been reached.
- Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction. Deliver a memorandum explaining impasse.
- Final report, including transfer of all pertinent correspondence and files, to client.

Task 6 Deliverables:

- Revised Right of Way Data Sheet for up to four parcels for up to two project alternatives.
- Waiver Valuations for up to four parcels.
- Acquisition of temporary and permanent easements on up to 4 parcels.

Task 7: Final Design

Task 7.1: Utility Coordination

Based on the information collected during the preliminary engineering phase, DHA will prepare and send a package containing utility conflict mapping and determination of liability letters to the utility agencies (on City letterhead). The package will include a project layout showing the utility base mapping and conflicts with the proposed project, as well as a letter to determine liability for utility relocations and associated costs. Utility agencies will be asked to verify the conflicts, notify them of the need to relocate their facilities, and provide relocation plans if required. The package will be distributed after completion of the 65% design to ensure the profile and horizontal alignment are fixed. After receipt of the relocation design from the utility agencies, DHA will add the relocations to the project plans prior to the 95% submittal.

Upon completion of the 100% design, DHA will send 100% plans, Notice to Owner letters and Utility Agreements as required (on City letterhead) to the utility agencies. The letters will include the project construction window and deadlines for completion of utility relocation work.

Task 7.2: 65% PS&E

Based on the preferred alternative identified in Task 3.9, DHA will prepare and submit 65% plans. DHA will submit 65% plans in 11x17 format.

- *Roadway Design:* DHA will prepare design plans that specify horizontal and vertical alignment data, pavement thickness, curb type, sidewalk and bike lane dimensions, limits of cut and fill (If applicable), fencing, slopes and construction details. The Roadway Design will also include roadway drainage details and signing & striping details.
- *Electrical Design:* The DHA team will prepare traffic signal conduit plans for the new Clay Street/Cedar Ravine Road/Main Street intersection to show the installation of the underground elements for future signalization. We will coordinate with the City to identify the preferred controller location for the future traffic signal and show the installation of roadway conduit crossings and pull boxes. The installation of vehicle detector loops and handholes can also be included, if desired by the City at this time.

The DHA team will prepare design plans for the installation of street lighting in conjunction with the proposed improvements. The design will include safety lighting at the Clay Street/Cedar Ravine Road/Main Street intersection, including pedestrian scale lighting, and lighting on the intersection approaches and realigned Clay Street. Lighting will be decorative to match existing lighting on Main Street. We will prepare street lighting photometric plans using Lighting Analysts' AGI 32 lighting analysis software for review by the City. We will coordinate to identify the electrical service points and include them on the plans. Any connection or application fees shall be paid for by the City.

As part of the lighting design, we will also identify service points for proposed irrigation controllers, if needed as part of the landscape design.

- *SWPPP:* Since the project disturbed area is likely to be greater than 1 acre, a Storm Water Pollution Prevention Plan (SWPPP) will be required. A Notice of Intent (NOI) must be filed with the Regional Water Quality Control Board. Upon completion of the project, a Notice of Completion must be filed with the RWQCB. DHA will prepare the SWPPP for the project and prepare the NOI for the City to process. It is understood that all fees will be paid directly by the City. The Notice of Completion will be prepared for filing by the City after construction is complete.
- *Bridge Design:* DHA will prepare a 65% bridge design, including design of retaining structures if needed. The design will include staging details

- *Cost Estimate:* The 65% submittal will include a complete construction cost estimate based on the development of the project to the 65% level. The 65% cost estimate will include a 15% contingency.

Note: the 65% task will include a Request for Authorization to Proceed with Right of Way, covered under Task 1.3.

Task 7.3: 95% PS&E

Upon completion of the 65% design, DHA will perform an independent bridge check. The 95% plan submittal will be based on comments from the 65% submittal received from the City. The 95% plans will also reflect comments based on the independent structure design check. The 95% submittal will include a 95% level cost estimate, and a draft set of project specifications and special provisions (Caltrans 2010).

Task 7.4: 100% PS&E

The 100% submittal will reflect final plans which are ready for public advertisement. The 100% submittal will be based on comments from the 95% submittal received from the City. The 100% submittal will include a final engineers' estimate and project specifications and special provisions sealed by the project manager. Design cross sections will also be included with the 100% submittal.

Note: the 100% submittal will be accompanied by a PS&E certification, Utility Certification, Right of Way Certification (if applicable), and a Request for Authorization for Construction, covered under Task 1.3.

Task 7.5: Permitting

- *Nationwide Permit Verification (Clean Water Act, Section 404):* The proposed project may result in discharge of material into waters of the U.S. In the event this occurs, the project will require authorization from the ACOE. It is likely that any discharge resulting from this project can be authorized using one or more Nationwide Permits (NWP). The DHA environmental team will prepare a Preconstruction Notification (PCN) to submit to the ACOE requesting verification that the project can be authorized using the specified NWP(s). The DHA environmental team will also submit a Preliminary Jurisdictional Delineation (as discussed above) and request concurrence by the ACOE.
- *Water Quality Certification (Clean Water Act, Section 401):* A Water Quality Certification may be required from the RWQCB for the proposed project, if it will affect wetlands or other waters of the State, to certify that the project is consistent with water quality goals and objectives. The DHA environmental team will prepare an application package for submittal to the RWQCB. A processing fee must be included with the submittal (to be provided by the City, amount to be determined).
- *Lake and Streambed Alteration Agreement (Fish and Game Code, Section 1602):* The proposed project may require notification of proposed streambed alteration to the CDFW if the project will have an effect on waters in Hangtown Creek. The DHA environmental

team will prepare an application package for submittal to CDFW. A processing fee must be included with the submittal (to be provided by the City, amount to be determined).

Task 7 Deliverables:

- Utility “B” and “C” packages
- 65% design plans and engineers estimate
- 95% design plans, specifications, special provisions, and engineers estimate
- 100% design plans, specifications, special provisions, and engineers estimate
- Draft storm water pollution prevention plan (SWPPP)
- 404 permit
- 401 permit
- 1602 permit

Task 8: Construction Support

Task 8.1: Bidding Assistance

DHA will be available during the bidding phase to assist the City in responding to contractor RFI’s and to ensure as smooth a process as possible with the transition from the design phase to the construction phase. Services include:

- Assisting the City in preparing a notice to bidders and attending a pre-bid meeting to answer questions from prospective bidders.
- Supporting the City during the bidding process by providing answer to Contractors RFI’s and issuing addenda (if applicable) as the result of bidder inquiries.
- DHA will prepare a construction working day schedule to assist in project management during construction and the determination of liquidated damages (if applicable).
- DHA will provide the City with pertinent project data required to administer the construction contract. The information will be compiled in an RE Pending File, including:
 - Bridge Calculations
 - Foundation/geology report
 - Quantities/Cost Estimate
 - Drainage Report
 - Environmental Document and Mitigation Monitoring Plan
 - Permits
 - Design Exceptions (if applicable)
 - Preliminary Construction Schedule
 - Survey Data
 - Design Cross Sections

Task 8.2: Services During Construction

DHA will be available to the City during the Construction phase to review shop drawings or other submittals, attend field meetings, and respond to RFI’s submitted by the Contractor.

Task 8.3: As-Built Drawings

DHA will prepare a set of plans which reflect the actual geometry and situation of constructed features in the field. As-built drawings will be submitted to the City in AutoCAD format.

Task 8 Deliverables:

- Responses to contractor RFI's
- RE pending file
- Working day schedule
- As-built drawings

The following assumptions were used in preparing our scope and fee for the Project.

- The City of Placerville will be wholly responsible for CEQA clearance
- Drill cuttings will be lost on site after the completion of drilling associated with geotechnical field exploration.
- The geotechnical exploration drilling sites do not have environmental impacts and will not require environmental permitting.
- The DHA team is not responsible for performing a site-specific seismic fault study or fault trenching as part of our scope. The DHA team is also not performing a liquefaction analysis or seismic settlement analysis as part of our scope.
- Expert witness testimony is not included in scope but is available and will be paid on a case by case basis. Hours and fee will be negotiated based on a scope of work change based on the attached fee schedule.
- The right of way takes from each parcel are anticipated to be valued at less than \$10,000 apiece and that the property owners are willing participants in the acquisition process. With takes under \$10,000, a waiver valuation may be produced in lieu of an acquisition report.
- As Waiver Valuations may not be used in court proceedings, the criteria for completing a waiver valuation is:
 - There is no serious question as to highest and best use.
 - Adequate market data is available.
 - Substantial damages and benefits are not involved.
 - There is no substantial decrease in market value due to the presence of hazardous material/waste.
- The following circumstances may result in a change in Right of Way scope:

- A change in engineering after property has been inspected by appraiser, requiring a new inspection.
 - A change in engineering after completion of the waiver valuation.
 - Addition of a parcel.
 - Addition of easements, or other property rights.
 - An increase in the number of damage analyses required.
 - An appraisal requiring additional expertise, such as an arborist, or irrigation engineer.
- The project duration will be 24 months.
 - Quantity summary sheets are excluded based on the size and scope of the project.

Clay Street Realignment and Bridge Replacement Project (CIP 40617)

EXHIBIT B - FEE SCHEDULE

Project Delivery Cost Summary																	
		DHA Labor Hours	DHA Labor Cost	REY Labor Hours	REY Labor Cost	DA Labor Hours	DA Labor Cost	F&P Labor Hours	F&P Labor Cost	BRI Labor Hours	BRI Labor Cost	WRECO Labor Hours	WRECO Labor Cost	TA Labor Hours	TA Labor Cost	Sub-Total Hours	Sub-Total Costs
Task	Description																
1	Project Management																
1.1	Kick-off and PDT meetings	98	\$18,504	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	98	\$18,504
1.2	Sub-Consultant Coordination	58	\$12,231	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	58	\$12,231
1.3	Caltrans Local Assistance Programming Support	74	\$13,585	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	74	\$13,585
1.4	Monthly Progress Reports and Invoicing	44	\$7,505	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	44	\$7,505
1.5	Quality Control	56	\$11,343	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	56	\$11,343
1.6	Project Control	24	\$3,764	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	24	\$3,764
	Total Task 1	354	\$66,932	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	354	\$66,932
2	Land Survey																
2.1	Project Control Survey	0	\$0	100	\$12,708	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	100	\$12,708
2.2	Supplemental Topographic Survey	8	\$1,255	98	\$12,827	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	106	\$14,081
2.3	Preliminary Mapping	28	\$2,988	10	\$2,054	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	38	\$5,042
2.4	3D Scan of Culvert	0	\$0	38	\$5,503	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	38	\$5,503
	Total Task 2	36	\$4,242	246	\$33,091	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	282	\$37,333
3	Preliminary Engineering																
3.1	Data Collection	22	\$2,047	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	22	\$2,047
3.2	Update Traffic Analysis	12	\$2,212	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$2,212
3.3	Update Hydrology	0	\$0	0	\$0	28	\$4,702	0	\$0	0	\$0	0	\$0	0	\$0	28	\$4,702
3.4	Update Hydraulics & Scour	8	\$1,139	0	\$0	43	\$6,373	0	\$0	0	\$0	0	\$0	0	\$0	51	\$7,512
3.5	Update Final H&H Report	10	\$1,453	0	\$0	43	\$6,373	0	\$0	0	\$0	0	\$0	0	\$0	53	\$7,826
3.6	Geotechnical Investigation	10	\$1,733	0	\$0	0	\$0	0	\$0	0	\$0	135	\$14,397	0	\$0	145	\$16,130
3.7	Foundation Report	12	\$1,321	0	\$0	0	\$0	0	\$0	0	\$0	242	\$29,096	0	\$0	254	\$30,416
3.8	Prelim. Utility Coordination	108	\$9,783	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	108	\$9,783
3.9	Develop Preferred Alternative	416	\$47,924	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	416	\$47,924
	Total Task 3	598	\$67,611	0	\$0	114	\$17,449	0	\$0	0	\$0	377	\$43,493	0	\$0	1089	\$128,552
4	Environmental Documentation																
4.1	Revalidate PES & APE	100	\$9,977	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	100	\$9,977
4.2	Technical Studies																
4.2.1	Traffic Study	32	\$3,622	0	\$0	0	\$0	41	\$5,626	0	\$0	0	\$0	0	\$0	73	\$9,248
4.2.2	Noise Study	48	\$4,735	0	\$0	0	\$0	4	\$689	0	\$0	0	\$0	0	\$0	52	\$5,425
4.2.3	ISA	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	53	\$7,063	0	\$0	53	\$7,063
4.2.4	Wetland Delineation	32	\$3,246	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	32	\$3,246
4.2.5	Nat. Env. Study	144	\$10,846	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	144	\$10,846
4.2.6	Bio. Assessment	160	\$12,871	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	160	\$12,871
4.2.7	Cultural Studies	56	\$4,336	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	60	\$7,085	116	\$11,421
4.2.8	Moderate VIA	224	\$16,004	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	224	\$16,004
	Total Task 4	796	\$65,637	0	\$0	0	\$0	45	\$6,315	0	\$0	53	\$7,063	60	\$7,085	954	\$86,100
5	Outreach																
5.1	Community Meetings	88	\$12,039	0	\$4,667	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	88	\$16,706
5.2	Stakeholder Meetings	64	\$12,677	0	\$6,364	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	64	\$19,041
5.3	On-line Survey	0	\$0	6	\$1,883	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	6	\$1,883
5.4	Electronic Communications	0	\$0	6	\$1,458	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	6	\$1,458
5.5	Press Release	0	\$0	0	\$2,546	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$2,546
	Total Task 5	152	\$24,716	12	\$16,918	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	164	\$41,634
6	Right of Way																
6.1	Right of Way Management	0	\$0	0	\$0	0	\$0	0	\$0	42	\$8,379	0	\$0	0	\$0	42	\$8,379
6.2	Valuation Services	0	\$0	0	\$0	0	\$0	0	\$0	60	\$8,015	0	\$0	0	\$0	60	\$8,015
6.3	Acquisition Services	0	\$0	0	\$0	0	\$0	0	\$0	58	\$7,791	0	\$0	0	\$0	58	\$7,791
	Total Task 6	0	\$0	0	\$0	0	\$0	0	\$0	160	\$24,186	0	\$0	0	\$0	160	\$24,186
7	Final Design																
7.1	Utility Coordination	160	\$22,201	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	160	\$22,201
7.2	65% PS&E	900	\$88,792	0	\$0	0	\$0	134	\$16,420	0	\$0	0	\$0	0	\$0	1034	\$105,213
7.3	95% PS&E	561	\$65,664	0	\$0	0	\$0	52	\$6,515	0	\$0	0	\$0	0	\$0	613	\$72,179
7.4	100% PS&E	476	\$56,973	0	\$0	0	\$0	28	\$3,137	0	\$0	0	\$0	0	\$0	504	\$60,110
7.5	Permitting	124	\$13,247	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	124	\$13,247
	Total Task 7	2221	\$246,877	0	\$0	0	\$0	214	\$26,073	0	\$0	0	\$0	0	\$0	2435	\$272,950
8	Construction Support																
8.1	Bidding Assistance	52	\$7,362	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	52	\$7,362
8.2	Services During Construction	116	\$15,483	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	116	\$15,483
8.3	As-Built Drawings	90	\$5,695	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	90	\$5,695
	Total Task 8	258	\$28,540	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	258	\$28,540
Optional																	
5.6	Simulation Videos	0	\$0	0	\$0	0	\$0	40	\$6,140	0	\$0	0	\$0	0	\$0	40	\$6,140
	Total Optional Tasks	0	\$0	0	\$0	0	\$0	40	\$6,140	0	\$0	0	\$0	0	\$0	40	\$6,140
	Sub-Total	4415	\$504,555	258	\$50,009	114	\$17,449	259	\$32,388	160	\$24,186	430	\$50,555	60	\$7,085	5696	\$686,227
Other Direct Cost Summary																	
DHA		\$26,883															\$686,227
REY		\$0															\$10,594
DA		\$300															\$52,629
F&P		\$121															\$0
BRI		\$5,000															\$749,450
WRECO		\$20,325															\$57,641
TA		\$0															8.4%
Total ODC's		\$52,629															
TOTAL PROJECT LABOR COST (excluding optional tasks)																	
Salary Escalation																	
Other Direct Costs																	
TOTAL PROJECT LABOR COST FOR OPTIONAL ITEMS																	
TOTAL DHA TEAM PROJECT DELIVERY COST (including ODC's & Optional)																	
TOTAL PROJECT LABOR COST FOR DBE FIRMS																	
ESTIMATED DBE COMMITMENT																	

Clay Street Realignment and Bridge Replacement Project (CIP 40617)

EXHIBIT B - FEE SCHEDULE

		Dennis Haglan Project Manager	Kevin Ross Principal Engineer	Howard Zibell Principal Engineer	Jose Silva Senior Engineer Range D	Stacey Alligie - DPM Senior Engineer Range B	Matt Lampa Senior Engineer Range B	Engineer, Range A	Jennifer Hildebrandt Environmental Manager	Assistant Engineer	Biologist	Environmental Planner	Environmental Assistant	Assistant Engineer	CAD Manager	CAD Drafter	Technical Admin	DHA Labor Hours	DHA Labor Cost			
General Admin Rate	99.1%																					
Fringe Rate	51.0%																					
Profit	10.0%																					
Raw Rate		\$87.00	\$87.00	\$87.00	\$83.40	\$57.00	\$57.00	\$41.40	\$46.00	\$31.50	\$33.83	\$33.83	\$21.00	\$31.50	\$46.00	\$23.00	\$32.00					
Chargeable Rate		\$239.35	\$239.35	\$239.35	\$229.44	\$156.81	\$156.81	\$113.90	\$126.55	\$86.66	\$93.07	\$93.07	\$57.77	\$86.66	\$126.55	\$63.28	\$88.04					
Task	Description																					
1	Project Management																					
1.1	Kick-off and PDT meetings	38				20	40											98	\$18,504			
1.2	Sub-Consultant Coordination	38				20												58	\$12,231			
1.3	Caltrans Local Assistance Programming Support	24				50												74	\$13,585			
1.4	Monthly Progress Reports and Invoicing	24															20	44	\$7,505			
1.5	Quality Control	8	8	8	8	24												56	\$11,343			
1.6	Project Control	0				24												24	\$3,764			
	Total Task 1	132	8	8	8	138	40	0	0	0	0	0	0	0	0	0	20	354	\$66,932			
2	Land Survey																					
2.1	Project Control Survey																	0	\$0			
2.2	Supplemental Topographic Survey						8											8	\$1,255			
2.3	Preliminary Mapping						8							20				28	\$2,988			
2.4	3D Scan of Culvert																	0	\$0			
	Total Task 2	0	0	0	0	0	16	0	0	0	0	0	0	20	0	0	0	36	\$4,242			
3	Preliminary Engineering																					
3.1	Data Collection						2			10				10				22	\$2,047			
3.2	Update Traffic Analysis	4					8											12	\$2,212			
3.3	Update Hydrology																	0	\$0			
3.4	Update Hydraulics & Scour	2					2			4								8	\$1,139			
3.5	Update Final H&H Report	2				2	2			4								10	\$1,453			
3.6	Geotechnical Investigation	2					8											10	\$1,733			
3.7	Foundation Report					4				8								12	\$1,321			
3.8	Prelim. Utility Coordination	4				0	4			0				80			20	108	\$9,783			
3.9	Develop Preferred Alternative	40	4			20	80			60				100		12	100	416	\$47,924			
	Total Task 3	54	4	0	0	26	106	0	0	86	0	0	0	190	12	120	0	598	\$67,611			
4	Environmental Documentation																					
4.1	Revalidate PES & APE								20		40	40						100	\$9,977			
4.2	Technical Studies																					
4.2.1	Traffic Study						8		4		20							32	\$3,622			
4.2.2	Noise Study								8			40						48	\$4,735			
4.2.3	ISA																	0	\$0			
4.2.4	Wetland Delineation								8		24							32	\$3,246			
4.2.5	Nat. Env. Study								8		16	40	80					144	\$10,846			
4.2.6	Bio. Assessment								24		16	40	80					160	\$12,871			
4.2.7	Cultural Studies								16				40					56	\$4,336			
4.2.8	Moderate VIA								24			40	160					224	\$16,004			
	Total Task 4	0	0	0	0	0	8	0	112	0	116	200	360	0	0	0	0	796	\$65,637			
5	Outreach																					
5.1	Community Meetings	24				24											40	88	\$12,039			
5.2	Stakeholder Meetings	32				32												64	\$12,677			
5.3	On-line Survey																	0	\$0			
5.4	Electronic Communications																	0	\$0			
5.5	Press Release																	0	\$0			
	Total Task 5	56	0	0	0	56	0	0	0	0	0	0	0	0	0	40	0	152	\$24,716			
6	Right of Way																					
6.1	Right of Way Management																	0	\$0			
6.2	Valuation Services																	0	\$0			
6.3	Acquisition Services																	0	\$0			
	Total Task 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0			
7	Final Design																					
7.1	Utility Coordination	16				4	80						60					160	\$22,201			
7.2	65% PS&E	16	8	8	8	30	100	60		160			200		20	290		900	\$88,792			
7.3	95% PS&E	16	8	4	8	75	80	50		80			160		20	60		561	\$65,664			
7.4	100% PS&E	16	8	4	8	60	80	40		60			120		20	60		476	\$56,973			
7.5	Permitting	8							16		40	60						124	\$13,247			
	Total Task 7	72	24	16	24	169	340	150	16	300	40	60	0	540	60	410	0	2221	\$246,877			
8	Construction Support																					
8.1	Bidding Assistance	4				16	16			8				8				52	\$7,362			
8.2	Services During Construction	8				20	40			40				8				116	\$15,483			
8.3	As-Built Drawings															90		90	\$5,695			
	Total Task 8	12	0	0	0	36	56	0	0	48	0	0	0	16	0	90	0	258	\$28,540			
Optional																						
5.6	Simulation Videos																	0	\$0			
	Total Optional Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0			
Total Hours		326	36	24	32	425	566	150	128	434	156	260	360	766	72	660	20	4415				
Total Project Labor (excluding Optional Tasks)																			4415	\$504,555		
Anticipated salary increases																				\$10,594		
Other Direct Costs															Rate		Units		Total			
Mileage															0.575		2362		\$ 1,358			
Reproduction															25		5		\$ 125			
Potholing															At Cost				\$ 25,000			
Asbestos Testing															400		1		\$ 400			
Total ODC's																			\$26,883			
TOTAL PROJECT COST (excluding optional tasks)																			\$542,032			

EXHIBIT B - FEE SCHEDULE

	Domenichelli & Associates Staff Hours Detail					
		Joe Domenichelli Project Engineer	Brian Hammer Project Engineer		DA Labor Hours	DA Labor Cost
General Admin Rate	112.0%					
Fringe Rate	22.0%					
Profit	10.0%					
Raw Rate		\$120.19	\$43.27			
Chargable Rate		\$309.37	\$111.38			
Task	Description					
1	Project Management					
1.1	Kick-off and PDT meetings				0	\$0
1.2	Sub-Consultant Coordination				0	\$0
1.3	Caltrans Local Assistance Programming Support				0	\$0
1.4	Monthly Progress Reports and Invoicing				0	\$0
1.5	Quality Control				0	\$0
1.6	Project Control				0	\$0
Total Task 1		0	0		0	\$0
2	Land Survey					
2.1	Project Control Survey				0	\$0
2.2	Supplemental Topographic Survey				0	\$0
2.3	Preliminary Mapping				0	\$0
2.4	3D Scan of Culvert				0	\$0
Total Task 2		0	0		0	\$0
3	Preliminary Engineering					
3.1	Data Collection				0	\$0
3.2	Update Traffic Analysis				0	\$0
3.3	Update Hydrology	8	20		28	\$4,702
3.4	Update Hydraulics & Scour	8	35		43	\$6,373
3.5	Update Final H&H Report	8	35		43	\$6,373
3.6	Geotechnical Investigation				0	\$0
3.7	Foundation Report				0	\$0
3.8	Prelim. Utility Coordination				0	\$0
3.9	Develop Preferred Alternative				0	\$0
Total Task 3		24	90		114	\$17,449
4	Environmental Documentation					
4.1	Revalidate PES & APE				0	\$0
4.2	Technical Studies				0	\$0
4.2.1	Traffic Study				0	\$0
4.2.2	Noise Study				0	\$0
4.2.3	ISA				0	\$0
4.2.4	Wetland Delineation				0	\$0
4.2.5	Nat. Env. Study				0	\$0
4.2.6	Bio. Assessment				0	\$0
4.2.7	Cultural Studies				0	\$0
4.2.8	Moderate VIA				0	\$0
Total Task 4		0	0		0	\$0
5	Outreach					
5.1	Community Meetings				0	\$0
5.2	Stakeholder Meetings				0	\$0
5.3	On-line Survey				0	\$0
5.4	Electronic Communications				0	\$0
5.5	Press Release				0	\$0
Total Task 5		0	0		0	\$0
6	Right of Way					
6.1	Right of Way Management				0	\$0
6.2	Valuation Services				0	\$0
6.3	Acquisition Services				0	\$0
Total Task 6		0	0		0	\$0
7	Final Design					
7.1	Utility Coordination				0	\$0
7.2	65% PS&E				0	\$0
7.3	95% PS&E				0	\$0
7.4	100% PS&E				0	\$0
7.5	Permitting				0	\$0
Total Task 7		0	0		0	\$0
8	Construction Support					
8.1	Bidding Assistance				0	\$0
8.2	Services During Construction				0	\$0
8.3	As-Built Drawings				0	\$0
Total Task 8		0	0		0	\$0
Optional						
5.6	Simulation Videos				0	\$0
Total Optional Tasks		0	0		0	\$0
					114	\$17,449
Other Direct Costs		Rate	Units		Total	
Milage		At Cost				
Reproduction		At Cost			300	
Total ODC's						\$300
TOTAL PROJECT COST (excludine optional tasks)						\$17,749

EXHIBIT B - FEE SCHEDULE

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Clay Street Realignment and Bridge Replacement Project (CIP 40617)

EXHIBIT B - FEE SCHEDULE

		Bender Rosenthal										BR Labor Hours	BR Labor Cost
		Cydney Bender Reents Project Manager	David Wraa MAI	Bob Morrison Real Estate Broker	Senior Project Manager	Quality Control Auditor	Senior Appraiser	Senior Acquisition Agent	Acquisition Agent	Appraiser	Administrative/Produ ction		
General Admin Rate	110.0%												
Fringe Rate	20.0%												
Profit	10.0%												
Raw Rate		\$87.00	\$87.00	\$87.00	\$87.00	\$65.25	\$57.25	\$55.50	\$49.65	\$45.50	\$30.00		
Chargable Rate		\$220.11	\$220.11	\$220.11	\$220.11	\$165.08	\$144.84	\$140.42	\$125.61	\$115.12	\$75.90		
Task	Description												
1	Project Management												
1.1	Kick-off and PDT meetings											0	\$0
1.2	Sub-Consultant Coordination											0	\$0
1.3	Caltrans Local Assistance Programming Support											0	\$0
1.4	Monthly Progress Reports and Invoicing											0	\$0
1.5	Quality Control											0	\$0
1.6	Project Control											0	\$0
	Total Task 1	0	0	0	0	0	0	0	0	0	0	0	\$0
2	Land Survey												
2.1	Project Control Survey											0	\$0
2.2	Supplemental Topographic Survey											0	\$0
2.3	Preliminary Mapping											0	\$0
2.4	3D Scan of Culvert											0	\$0
	Total Task 2	0	0	0	0	0	0	0	0	0	0	0	\$0
3	Preliminary Engineering												
3.1	Data Collection											0	\$0
3.2	Update Traffic Analysis											0	\$0
3.3	Update Hydrology											0	\$0
3.4	Update Hydraulics & Scour											0	\$0
3.5	Update Final H&H Report											0	\$0
3.6	Geotechnical Investigation											0	\$0
3.7	Foundation Report											0	\$0
3.8	Prelim. Utility Coordination											0	\$0
3.9	Develop Preferred Alternative											0	\$0
	Total Task 3	0	0	0	0	0	0	0	0	0	0	0	\$0
4	Environmental Documentation												
4.1	Revalidate PES & APE											0	\$0
4.2	Technical Studies											0	\$0
4.2.1	Traffic Study											0	\$0
4.2.2	Noise Study											0	\$0
4.2.3	ISA											0	\$0
4.2.4	Wetland Delineation											0	\$0
4.2.5	Nat. Env. Study											0	\$0
4.2.6	Bio. Assessment											0	\$0
4.2.7	Cultural Studies											0	\$0
4.2.8	Moderate VIA											0	\$0
	Total Task 4	0	0	0	0	0	0	0	0	0	0	0	\$0
5	Outreach												
5.1	Community Meetings											0	\$0
5.2	Stakeholder Meetings											0	\$0
5.3	On-line Survey											0	\$0
5.4	Electronic Communications											0	\$0
5.5	Press Release											0	\$0
	Total Task 5	0	0	0	0	0	0	0	0	0	0	0	\$0
6	Right of Way												
6.1	Right of Way Management	4		8	24						6	42	\$8,379
6.2	Valuation Services	2		4			24			24	6	60	\$8,015
6.3	Acquisition Services	2		4				16	30		6	58	\$7,791
	Total Task 6	8	0	16	24	0	24	16	30	24	18	160	\$24,186
7	Final Design												
7.1	Utility Coordination											0	\$0
7.2	65% PS&E											0	\$0
7.3	95% PS&E											0	\$0
7.4	100% PS&E											0	\$0
7.5	Permitting											0	\$0
	Total Task 7	0	0	0	0	0	0	0	0	0	0	0	\$0
8	Construction Support												
8.1	Bidding Assistance											0	\$0
8.2	Services During Construction											0	\$0
8.3	As-Built Drawings											0	\$0
	Total Task 8	0	0	0	0	0	0	0	0	0	0	0	\$0
Optional													
5.6	Simulation Videos											0	\$0
	Total Optional Tasks	0	0	0	0	0	0	0	0	0	0	0	\$0
												160	\$24,186
												Other Direct Costs	
												Rate	Units
												4	750
												4	500
												Total ODC's	
												\$5,000	
												TOTAL PROJECT COST (excluding optional tasks)	
												\$29,186	

Clay Street Realignment and Bridge Replacement Project (CIP 40617)

		WRECO Staff Hours Detail								WRECO Labor Hours	WRECO Labor Cost
		Han-Bin Liang Principal Engineer	Robert Lawrence Senior Geotech Engineer	Michael Wilson Senior Geologist	Associate Engineer	Staff Engineer	Senior Technician	Clerical/Tech Editor			
General Admin Rate	64.1%										
Fringe Rate	71.7%										
Profit	10.0%										
Raw Rate		\$89.01	\$64.48	\$49.29	\$42.37	\$32.74	\$27.73	\$25.36			
Chargeable Rate		\$230.91	\$167.28	\$127.87	\$109.92	\$84.94	\$71.94	\$65.79			
Task	Description										
1	Project Management										
1.1	Kick-off and PDT meetings								0	\$0	
1.2	Sub-Consultant Coordination								0	\$0	
1.3	Caltrans Local Assistance Programming Support								0	\$0	
1.4	Monthly Progress Reports and Invoicing								0	\$0	
1.5	Quality Control								0	\$0	
1.6	Project Control								0	\$0	
Total Task 1		0	0	0	0	0	0	0	0	\$0	
2	Land Survey										
2.1	Project Control Survey								0	\$0	
2.2	Supplemental Topographic Survey								0	\$0	
2.3	Preliminary Mapping								0	\$0	
2.4	3D Scan of Culvert								0	\$0	
Total Task 2		0	0	0	0	0	0	0	0	\$0	
3	Preliminary Engineering										
3.1	Data Collection								0	\$0	
3.2	Update Traffic Analysis								0	\$0	
3.3	Update Hydrology								0	\$0	
3.4	Update Hydraulics & Scour								0	\$0	
3.5	Update Final H&H Report								0	\$0	
3.6	Geotechnical Investigation		16	16	42	52	8	1	135	\$14,397	
3.7	Foundation Report	1	56	56	56	72		1	242	\$29,096	
3.8	Prelim. Utility Coordination								0	\$0	
3.9	Develop Preferred Alternative								0	\$0	
Total Task 3		1	72	72	98	124	8	2	377	\$43,493	
4	Environmental Documentation										
4.1	Revalidate PES & APE								0	\$0	
4.2	Technical Studies								0	\$0	
4.2.1	Traffic Study								0	\$0	
4.2.2	Noise Study								0	\$0	
4.2.3	ISA	8		15	30				53	\$7,063	
4.2.4	Wetland Delineation								0	\$0	
4.2.5	Nat. Env. Study								0	\$0	
4.2.6	Bio. Assessment								0	\$0	
4.2.7	Cultural Studies								0	\$0	
4.2.8	Moderate VIA								0	\$0	
Total Task 4		8	0	15	30	0	0	0	53	\$7,063	
5	Outreach										
5.1	Community Meetings								0	\$0	
5.2	Stakeholder Meetings								0	\$0	
5.3	On-line Survey								0	\$0	
5.4	Electronic Communications								0	\$0	
5.5	Press Release								0	\$0	
Total Task 5		0	0	0	0	0	0	0	0	\$0	
6	Right of Way										
6.1	Right of Way Management								0	\$0	
6.2	Valuation Services								0	\$0	
6.3	Acquisition Services								0	\$0	
Total Task 6		0	0	0	0	0	0	0	0	\$0	
7	Final Design										
7.1	Utility Coordination								0	\$0	
7.2	65% PS&E								0	\$0	
7.3	95% PS&E								0	\$0	
7.4	100% PS&E								0	\$0	
7.5	Permitting								0	\$0	
Total Task 7		0	0	0	0	0	0	0	0	\$0	
8	Construction Support										
8.1	Bidding Assistance								0	\$0	
8.2	Services During Construction								0	\$0	
8.3	As-Built Drawings								0	\$0	
Total Task 8		0	0	0	0	0	0	0	0	\$0	
Optional											
5.6	Simulation Videos								0	\$0	
Total Optional Tasks		0	0	0	0	0	0	0	0	\$0	
										430	\$50,555
Other Direct Costs						Rate	Units	Total			
Mileage & Per Diem						At Cost		250			
Reproduction						At Cost		249.99			
Lab Testing						At Cost		3925			
Drilling						At Cost		11500			
Traffic Control						At Cost		1650			
Seismic Refraction						At Cost		2750			
Total ODC's								\$20,325			
TOTAL PROJECT COST (excluding optional tasks)						\$70,880					

EXHIBIT B - FEE SCHEDULE

	Tremaine Associates Staff Hours Detail					
		Kim Tremaine Project Manager			TA Labor Hours	TA Labor Cost
General Admin Rate	91.3%					
Fringe Rate	41.3%					
Profit	10.0%					
Raw Rate		\$46.15				
Chargeable Rate		\$118.09				
Task	Description					
1	Project Management					
1.1	Kick-off and PDT meetings				0	\$0
1.2	Sub-Consultant Coordination				0	\$0
1.3	Caltrans Local Assistance Programming Support				0	\$0
1.4	Monthly Progress Reports and Invoicing				0	\$0
1.5	Quality Control				0	\$0
1.6	Project Control				0	\$0
	Total Task 1	0	0		0	\$0
2	Land Survey					
2.1	Project Control Survey				0	\$0
2.2	Supplemental Topographic Survey				0	\$0
2.3	Preliminary Mapping				0	\$0
2.4	3D Scan of Culvert				0	\$0
	Total Task 2	0	0		0	\$0
3	Preliminary Engineering					
3.1	Data Collection				0	\$0
3.2	Update Traffic Analysis				0	\$0
3.3	Update Hydrology				0	\$0
3.4	Update Hydraulics & Scour				0	\$0
3.5	Update Final H&H Report				0	\$0
3.6	Geotechnical Investigation				0	\$0
3.7	Foundation Report				0	\$0
3.8	Prelim. Utility Coordination				0	\$0
3.9	Develop Preferred Alternative				0	\$0
	Total Task 3	0	0		0	\$0
4	Environmental Documentation					
4.1	Revalidate PES & APE				0	\$0
4.2	Technical Studies				0	\$0
4.2.1	Traffic Study				0	\$0
4.2.2	Noise Study				0	\$0
4.2.3	ISA				0	\$0
4.2.4	Wetland Delineation				0	\$0
4.2.5	Nat. Env. Study				0	\$0
4.2.6	Bio. Assessment				0	\$0
4.2.7	Cultural Studies	60			60	\$7,085
4.2.8	Moderate VIA				0	\$0
	Total Task 4	60	0		60	\$7,085
5	Outreach					
5.1	Community Meetings				0	\$0
5.2	Stakeholder Meetings				0	\$0
5.3	On-line Survey				0	\$0
5.4	Electronic Communications				0	\$0
5.5	Press Release				0	\$0
	Total Task 5	0	0		0	\$0
6	Right of Way					
6.1	Right of Way Management				0	\$0
6.2	Valuation Services				0	\$0
6.3	Acquisition Services				0	\$0
	Total Task 6	0	0		0	\$0
7	Final Design					
7.1	Utility Coordination				0	\$0
7.2	65% PS&E				0	\$0
7.3	95% PS&E				0	\$0
7.4	100& PS&E				0	\$0
7.5	Permitting				0	\$0
	Total Task 7	0	0		0	\$0
8	Construction Support					
8.1	Bidding Assistance				0	\$0
8.2	Services During Construction				0	\$0
8.3	As-Built Drawings				0	\$0
	Total Task 8	0	0		0	\$0
	Optional					
5.6	Simulation Videos				0	\$0
	Total Optional Tasks	0	0		0	\$0
					60	\$7,085
	Other Direct Costs	Rate	Units			Total
	Milage	At Cost				
	Reproduction	At Cost				
	Total ODC's					\$0
	TOTAL PROJECT COST (excluding optional tasks)					\$7,085